

Mortgage Deed

1862

711

204.

It now all men by these presents, That I Hannah Stokes of Harwich in the County of Barnstable and State of Mass widow of Elijah Stokes, in consideration of One Hundred and Fifty dollars to me paid by Levi Eldridge Jr of Chatham and Caleb Small and Shadrach Small of Harwich all in the County of Barnstable and State of Mass the receipt whereof is hereby acknowledged, do hereby give grant bargain sell and convey unto the said Levi Eldridge Jr Caleb Small and Shadrach Small their heirs and assigns, a certain parcel of Land and Dwelling house situate in Harwich, described and bounded as follows, to wit: beginning at the north East corner of the premises by the Mail road thence westerly by said road ~~for~~ and one fourth rods to a stake & stone in the range of Jonathan Small thence southerly by said range seven rods to a stake & stone in the range of Shadrach Small thence by said range Easterly to the old county road thence by said road Northerly to the first named corner the said dwelling house standing on the above described Land with all the privileges and appurtenances thereto belonging equally to each undivided during ten years.

So have and to hold the afore granted premises to the said Levi Eldridge Jr Caleb Small Shadrach Small their heirs and assigns to their use and behoof forever.

And I, the said Hannah Stokes for myself, my heirs executors and administrators do covenant with the said Levi Eldridge Jr Caleb Small and Shadrach Small their heirs and assigns that I am lawfully seized in fee simple of the afore granted premises that they are free from all encumbrances that I have good right to sell and convey the same to the said Levi Eldridge Jr Caleb Small and Shadrach Small their heirs and assigns forever as afore said, and that I will, and my heirs executors and administrators shall, warrant and defend the same to the said Levi, Caleb and Shadrach their heirs and assigns forever, against the lawful claims and demands of all persons.

Provided nevertheless That if the said Hannah Stokes her heirs executors or administrators, shall pay unto the said Levi Caleb and Shadrach their executors administrators or assigns the sum of One hundred and fifty dollars in ten years from the day of the date of these presents with interest on the said sum, at the rate six per centum per annum payable semiannually and until such payment keep the building standing on the land aforesaid insured against fire, in the sum not less than One hundred and fifty dollars, for the benefit of the said mortgagees and their executors administrators, and assigns, at such insurance as the said Levi Caleb and Shadrach shall approve and they hold the policy and also pay all taxes levied or assessed upon the said premises. Then this deed, as also a certain promissory note bearing even date with these presents, signed by the said Hannah Stokes, whereby for value received she promises to pay the said Levi Eldridge Jr Caleb Small and Shadrach Small or order, the said sum and interest at the times aforesaid, shall both be absolutely void.

and provided also, that, until default of the payment of the said sum, or interest, or other default as herein provided, the mortgagees shall have no right to enter and take possession of the premises.

in witness whereof, I, the said Hannah Stokes have hereunto set my hand and seal this first day of July in the year of our Lord Eighteen hundred and sixty two

Signed sealed and delivered in presence of us

Lucy McKewon

Hannah Stokes

Mehitable Weeks



Cyrus Weeks

Barnstable So July 1st 1862

Then the above named Hannah Stokes and signed and acknowledged the above Instrument to be her free act and deed before me

Cyrus Weeks Justice of the Peace

Mortgage Deed
Hannah Stokes

to
Seni Eldridge & others

Harwich

Paid 65¢

Pay to me from
Sheward & Cole or Harwich

Barnstable ss. July 22^d 1862. Received and is
Recorded with the Records of Deeds in
Book 79. on Pages 427. 428. & 429.

Attest Fredk Scudder Register.